

3.1.7-6 Disclosure of Certain Employee Relationships (October, 2005)

(a) The policy of the FAA is to avoid doing business with contractors subcontractors and consultants who have an unacceptable conflict of interest or an unacceptable appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor shall provide to the Contracting Officer the following information with its proposal and shall provide an information update within 30 days of the award of a contract, any subcontract or any consultant agreement or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

The names of all Subject Individuals who

(i) participated in preparation of proposals for award; or

(ii) are planned to be used during performance; or

(iii) are used during performance; and

The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

(i) the award; or

(ii) their retention by the contractor; and

The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law or a member of his/her household.

(d) The contractor shall incorporate this clause into all subcontracts or consultant agreements awarded under this contract and shall further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted, shall be certified as being true and correct. If there is no such information, the certification shall so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(i) Termination of the contract.

(ii) Exclusion from subsequent FAA contracts.

(iii) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

PRESCRIPTION

Shall be used in all support services SIR's and contracts over \$10,000 and in all support services modifications to contracts which are expected to exceed \$1,000,000.